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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE FOREST DEPARTMENT.

Notification dated May 1925.

Tenders are invited for the purchase of the exclusive right of collecting the Minor forest produce standing on all Government unoccupied lands, Amrut Mahal Kavals, State forests, Reserved lands and Plantations up to 30th June 1926, in the Davangere Taluk, so as to reach the District Forest Officer, Chitaldrug, on or before the 1st June 1925.

REMARKS.—Excludes the produce of *inam*, *jodi*, *kayamgutta*, *sarvamanya kandayam* and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set for communal purposes:—

1. Hunse.
2. Mavu.
3. Seege.
4. Cocoanut.
5. Hippe.
6. Neralu.
7. Halasu.
8. Jáli.
9. Honge seeds and leaves.
10. Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan pepper	Maddi
Seegekayi	Kan cardamom	Chilladabija
Gum	Nissam buds	Chagachebija
Honey	Halmaddi	Guggala
Bees-wax	Cinnamon seeds	Neem seeds
Kapilarang	Vatehulli	Casbewnut
Gerubija or marking nut	Bende fibre	Pappilichakke
Wood apple	Wild olive	Hippe seeds
Lichens	Silk cotton	Mango fruits
Maradipoppu or charpoppu	Kirichal (State-Forest)	Kallubuvu
Horns	Pith	Makliberu (State Forest)
Hides	Linseed	Sogadeberu do
Karikayi	Bolar bark	Kakkekayi
Kanchagache	Pot stone	Somechekke
Gallnut	Rampatra or kanpatre	Lebi fruit
Antavaladakai	Jungle saffron	Inglara
Guricharlu	Patanga	Nili seeds
Wild castor seeds		Nux-vomica

2. Each tender should be superscribed "Tender for the purchase of Minor Forest Produce of Davangere Taluk" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the taluk in which he resides.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The Conservator of Forests reserves to himself the right to accept or reject the highest or any other tender without assigning any reasons therefor.

6. Within seven days of the receipt of the intimation of the acceptance of the tender, full sale amount together with the cesses due thereon inclusive of the deposit of Rs. 200 as per challans furnished by the District Forest Officer, should be remitted into the Treasury and the treasury receipt submitted to the District Forest Officer.

7. Within fifteen days of the receipt of the intimation of the acceptance of the tender, the successful tenderer shall also execute an agreement, with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his cost and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

8. In the case of default to pay the sale amount within the time stipulated in para 6 *supra*, or to execute the agreement with the necessary sureties or to furnish the required security, or both, as laid down in para 7 above, the money or moneys already paid by the tenderer will be forfeited and the produce resold, the defaulter being liable for any deficit in the original sale amount. He shall have, however, no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force, for the time being.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease, and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

Further conditions to be entered in the agreement are:—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove, out of the limits of the taluk before the 30th June 1926, all the produce collected and sorted under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue, but not participate in any profits.

B. V. RAMAIENGAR,
Conservator of Forests.

BHADRAVATI DIVISION.

SALE OF TIMBER.

Abstract Notification dated 7th May 1925.

The attention of the public is invited to the detailed notification regarding the auction sale of timber in the Lakkavalli Depot of this Division published at pages 377 and 378, Part VI of the *Mysore Gazette*, dated 14th May 1925.

C. ABDUL JABBAR,
District Forest Officer.